REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested. No new matter has been added.

Examiner Interview

The undersigned thanks Examiner Araque for the telephonic interview of March 3, 2009 during which all of the outstanding rejections were discussed. The undersigned specifically thanks Examiner Araque regarding his guidance in connection with modifying the claims in order to further differentiate from the "what-if" scenarios of Davis as well as the rejections under 35 USC § 101 and 35 USC § 112. No specific resolutions were reached during the interview.

35 USC § 101

Claims 1-11 and 13 stand rejected under 35 U.S.C. § 101 because allegedly the claimed invention is claiming a system with no structural components. In response, the preamble of claim 1 has been amended to recite: "An article for generating contract documents in a recurring contracting environment, the article comprising a tangible machine-readable storage medium embodying instructions that when performed by one or more processors result in operations, the instructions defining software modules..." in order to further clarify the structural interrelationship between the program and the computer.

Claims 11-11 and 13 stand rejected as allegedly the claimed invention is directed to non-statutory subject matter. The specification has been amended to remove references to machine-readable signals.

Accordingly, it is respectfully requested that these bases for rejection be withdrawn.

35 USC § 112

Claims 14-28 stand rejected under 35 U.S.C. § 112 as allegedly failing to comply with the written description. Claims 1-28 stand rejected as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 14 has been amended to clarify the relationship between a first computing system and a plurality of remote computing systems.

Claim 1 has been amended to remove the positive feature of contract storage. It is submitted that claim 14 does not recite "contract storage" and so the rejection in that regard is not supported.

Accordingly, it is respectfully requested that these bases for rejection be withdrawn.

35 USC § 103

Claims 1-28 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Davis et al (U.S. Publication No. 2006/0149653 A1) in view of Dan et al. (U.S. Publication No. 2002/0178103 A1). These rejections are respectfully traversed.

Claim 1 has been amended to recite: "a bid invitation generator associated with a buyer and adapted to convert the information relating to a previous contract obtained from a contract storage into basic bid invitation information, and to provide supplemental bid invitation information in the form of a bid invitation, the supplemental bid information including evaluation rules for scoring each bid; an interface that provides the bid invitation to one or more designated bidders at a plurality of remote computer systems and receives responsive bids from

one or more of the remote computer systems from the designated bidders; a bid aggregator configured to automatically score the bids according to a predetermined scoring standard based on the evaluation rules, the predetermined scoring standard assigning a relative importance to a plurality of terms within the bids; a second interface that provides a graphical user interface for displaying at least a portion of the scores for the bids and receives user-generated input selecting one of the bids based on its score; and a contract generator configured to form a new contract based on the information relating to a previous contract and the bid selected via the graphical user interface (for support, see, inter alia, specification pars. 44-46).

Claim 14 has been amended to recite: "receiving, by the computing system, a contract renewal indication; generating, by the computing system, a bid invitation in response to the contract renewal indication, the bid invitation including a plurality of offered terms and a plurality of requested terms; sending, by the computing system, the bid invitation to a plurality of remote computer systems to solicit one or more bid responses; receiving, by the computing system, one or more bid responses from at least a portion of the remote computer systems; scoring, by the computing system, the bid responses according to a predetermined scoring standard, the predetermined scoring standard being generated and stored prior to sending the bid invitation to the plurality of remote systems and assigning a relative importance to a plurality of terms within the bid responses, the bid aggregator normalizing values that are bid for the terms within the bid responses; displaying scores for at least a portion of the bid responses in a graphical user interface; receiving user-generated input via the graphical user selecting one of the bid responses; and generating, by the computing system, a contract by incorporating information from a previous contract and the selected bid response" (for support, see, inter alia, specification pars. 44-46).

As discussed during the interview, it is respectfully submitted that the Davis reference fails to disclose the bid aggregator configured to score the bids according to a predetermined scoring standard so that an entity initiating the bids can select one of the bids. The amendments were made to further clarify differences between the current subject matter and Davis and the relationship between a computing system associated with the buyer and a plurality of remote systems associated with the bidders. With Davis, a buyer (as opposed to a bidder), can modify bids in order to conduct "what if" scenarios that modifies terms of a bid to see how results for the buyer are affected. The ability for a buyer to run a "what if scenario" does not disclose or suggest automatically scoring bids based on a predetermined scoring standard that is defined prior to soliciting bids. By having a predetermined scoring standard that weighs terms of a bid, a buyer can be automatically presented with data characterizing a plurality of bids without having to run a "what if" scenario manipulating bids. In addition, Davis as well as Dan fail to suggest that the evaluation rules that form the basis of the predetermined scoring standard can be sent to a bidder as part of a bid invitation (due in part, because the references fail to suggest evaluation rules that are used for scoring purposes as recited in the claims). As previously stated, providing the evaluation rules ensures a transparent process that can help a buyer receive optimized bids. Therefore, the skilled artisan would not have resulted in the subject matter of claim 1 by combining Davis and Dan.

Accordingly, claims 1, 14, and their respective dependent claims should be allowable.

Concluding Comments

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above

are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment. Applicant asks that all claims be allowed.

If there are any questions regarding these amendments and remarks, the Examiner is encouraged to contact the undersigned at the telephone number provided below. The Commissioner is hereby authorized to charge any additional fees that may be due, or credit any overpayment of same, to Deposit Account No. 50-0311, Reference No. 34874-360.

Respectfully submitted,

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